



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER

ST0222

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

EVAN WILLIAMS

304-558-2316

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STATE TREASURER
MAIN CAPITOL BUILDING
SUITE E-145

CHARLESTON, WV
25305

343-4010

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2003				
BID OPENING DATE: 12/16/2003		BID OPENING TIME 01:31 PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		285-44		
ISOLATION SYSTEM FOR COMPUTER CENTER						
BLANKET PURCHASE ORDER						
VENDOR TO PROVIDE SYNCHRONOUS OPTICAL NETWORK (SONET) RING SERVICE PER THE ATTACHED SPECIFICATIONS.						
MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 12-2-2003 AT 10:00. THE LOCATION IS THE TREASURER'S OFFICE CONFERENCE ROOM, MAIN STATE CAPITOL BLDG, ROOM EB56, CHARLESTON, WV. FAILURE TO ATTEND THE CONFERENCE WILL RESULT IN BID DISQUALIFICATION.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF FIVE(5) YEARS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$45 fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

INSTRUCTIONS TO BIDDERS

Use the quotation forms provided by the Purchasing Division.

2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, WV 25305-0130

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1, Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



State of West Virginia
Department of Administration
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CANCELLATION RIGHT TO CAN NOTICE TO TH SUPPLIED ARE TO THE SPECIF DIRECTOR OF PURCHASING RESERVES THE HIS CONTRACT IMMEDIATELY UPON WRITTEN DOR IF THE COMMODITIES AND/OR SERVICES N INFERIOR QUALITY OR DO NOT CONFORM IONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS- PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
BANKRUPTCY: FOR BANKRUPT CALLY NULL A ORDER. HE EVENT THE VENDOR/CONTRACTOR FILES OTECTION, THIS CONTRACT IS AUTOMATI- ID, AND IS TERMINATED WITHOUT FURTHER						
THE TERMS AN SHALL SUPERS CONDITIONS W MAY APPEAR ON ANY ATTACHED PRINTED PRICE LISTS, ORDER FORMS, SALES AGREEMENTS O NTEENANCE AGREEMENTS, INCLUDING ANY SUCH AS CD-ROM.						
REV. 04/11/2						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATIO PREFERENCE I 5A-3-37 (DOE APPLICATION* IS HEREBY MADE FOR ORDANCE WITH WEST VIRGINIA CODE, T APPLY TO CONSTRUCTION CONTRACTS).						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

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ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS OF YOUR COMPANY



State of West Virginia
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343-4000

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11/10/2003						
BID OPENING DATE: 12/16/2003		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
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11/10/2003				

BID OPENING DATE:

12/16/2003

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NTINUOUSLY FOR THE TWO YEARS IMMEDIATELY BMISSION OF THIS BID;						
() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.						
BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.						
BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"



State of West Virginia
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UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.						
BIDDER: -----						
DATE: -----						
SIGNED: -----						
TITLE: -----						
***** THIS IS THE END OF RFQ ST0222 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

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RFQ STO#222
SONET Ring Service (SRS)

SPECIFICATIONS

1.1 General Information

The West Virginia State Treasurer's Office ("STO") seeks bids for a Synchronous Optical Network ("SONET") Ring Service ("SRS") for a term of five (5) years. The SRS shall connect and route through the three (3) STO Charleston sites, as indicated in the SRS Diagram provided in Section III of this RFQ. Only Vendors offering SRS meeting all of the specifications and requirements of this RFQ will be considered responsive.

1.2 STO Sites

A mandatory pre-bid conference will be held to provide an on-site review of these sites. The three (3) STO sites to be connected by the SRS are:

Kanawha City Warehouse

State Treasurer's Office
7300 MacCorkle Avenue, SE
Charleston, WV 25304

Player's Club

State Treasurer's Office
One Player's Club Drive – Ground Floor
Charleston, WV 25311

Capital Complex

State Treasurer's Office
Bldg, 1, Capital Complex
Charleston, WV 25305

1.3 Delivery, Installation and Testing

The Vendor will provide and install the equipment and services required in this RFQ, and shall provide on-site assistance to STO staff with testing the equipment and service to ensure compliance with the technical requirements of this RFQ.

Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility. Vendor is also totally responsible for payment of all subcontractors. Under no circumstances will the contracting Vendor be allowed to recover cost through a series of change orders for environmental/physical changes it missed during the Mandatory Pre-Bid Conference.

The SRS shall be completely operational within sixty (60) days after notice to proceed is given by the STO.

1.4 Technical Requirements

1.4.1 The SONET Ring Service ("SRS") offered in your bid must provide the following:

1.4.1.1 SRS connecting and routing through the STO sites, as provided in the SRS Diagram.

1.4.1.2 An implemented Ethernet over SONET solution on a shared OC-48 connection. Each connection and speed as provided in the SRS Diagram.

1.4.1.3 A network design that meets the requirements as provided in the SRS Diagram.

1.4.1.4 The Capitol Complex site having two separate entries. The Kanawha City Warehouse site and the Player's Club site are allowed to have a common exit out of the buildings to the street, and must have separate paths once outside the building. The concurrent line location should be split within 1,000 feet from the exits of the Kanawha City Warehouse site and the Players Club site. All three sites will be examined during the pre-bid meeting walkthroughs.

1.4.1.5 A network-monitoring center, which will be human monitored 24 hours a day and 365 days a year.

1.4.1.6 Reporting of network outages to the STO within fifteen (15) minutes of the outage occurring. Vendor must also report to the STO within fifteen (15) minutes if a portion of the SONET ring is down, but the connectivity between sites is not affected.

1.4.2 With your bid provide a diagram of your proposed location of the fiber cables, including the location at which the split will occur within 1000 feet of the exit location of each building.

1.5 Site Requirements

Vendor shall state any requirements necessary for the site to be ready to accept the SRS, including without limitation, additional electrical and/or environmental requirements necessary for proper operation of the SRS.

1.6 Price Decreases

During the term of the contract/purchase order for this RFQ, if Vendor receives or offers a price decrease on SRS, the Vendor shall pass that decrease on to the STO, which decrease shall be effective the same date it is effective for the Vendor or a customer of Vendor.

1.7 Liquidated Damages

Any outage of the network will be extremely detrimental to the operations of the STO and the entirety of West Virginia state government by causing the State of West Virginia to lose income, and will be considered a substantial breach of the contract/purchase order issued pursuant to this RFQ. As it will be very difficult to calculate actual damages sustained by such a breach, each hour of an outage from a site that is caused solely by the Vendor will result in a \$10,000 deduction, as liquidated damages and not as a penalty, from the monthly charges for the SRS, not to exceed one month's charge.

For purposes of this RFQ and the resulting contract/purchase order, an outage is defined as connectivity to a particular site (Capitol Complex, Player's Club and the Kanawha City Warehouse) not being accessible by either path of the SONET ring. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.8 References and Examples Required

Included in this RFQ is a References, Diagram and Site Requirements attachment which is to be returned with your bid for purposes of §17.

On the Attachment 1, list the names of two (2) entities currently operating SRS supplied and monitored by your company. These references must be Ethernet over SONET solutions. For each reference, list the name and address of the entity, the name and telephone number of a contact person, and the location of the SRS on the form.

Vendor shall include with bid submission brief diagrams of the currently operating SRS for those two (2) references. Remember, these references must be Ethernet over SONET solutions. The diagrams should include ring configuration and connection speeds (raw). A Vendor failing to provide the diagrams with its bid shall be required to do so within one (1) week of bid opening.

References and diagrams provided will be reviewed. Vendors unable to provide the two (2) references that give reviews of the Vendor's work to the satisfaction of the STO will be considered non-responsible.

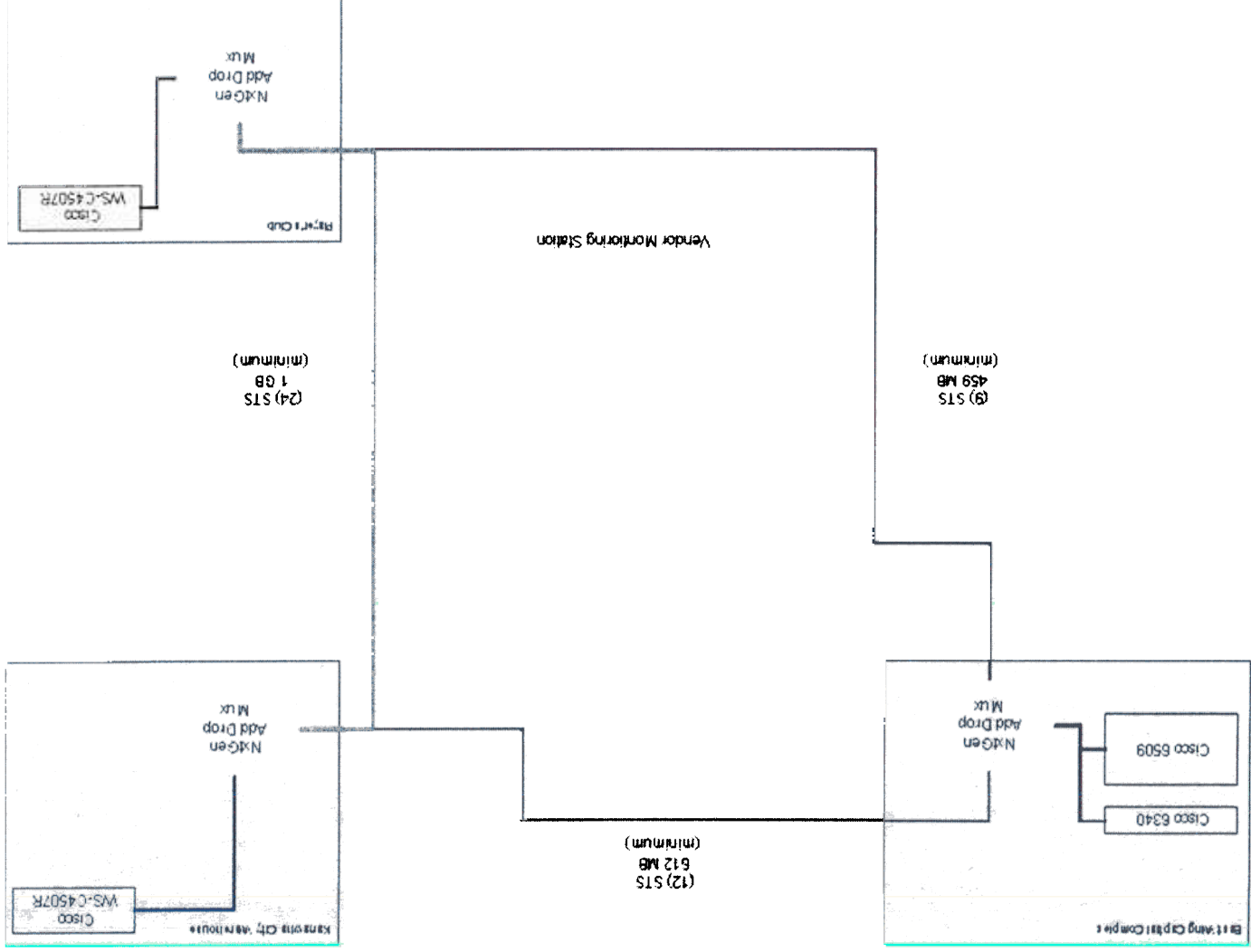
1.9 Successor Vendor

At the end of the term of the contract/purchase order to this RFQ or on the date of cancellation, if another vendor will be providing the SRS or successor services, Vendor shall fully cooperate with the successor vendor and the STO in the transition to the new vendor, and, if the STO determines the need, Vendor shall provide the SRS on a month-to-month basis at the same or lower price as the price paid the month prior to the end of the term or cancellation, for a period not to exceed one (1) year.

II. BID SUBMISSION

The amount bid shall be stated as a set monthly fee for five (5) years, and shall be inclusive of any and all direct and indirect costs, including equipment, labor, overhead, travel, out-of-pocket, shipping and handling, and any other costs. No other reimbursements or fees shall be payable to the Vendor for services provided in any contract resulting from this RFQ. Only the amounts specified on the Cost Page will be paid to the Vendor as compensation under any contract/purchase order awarded pursuant to this RFQ.

III. SRS DIAGRAM



RFQ STO#222

ATTACHMENT 1

REFERENCES, DIAGRAM AND SITE REQUIREMENTS

Vendor: _____

A. **REFERENCES**

List the names of two (2) entities currently operating a SRS supplied and monitored by your company. These references must be Ethernet over SONET solutions. For each reference, list the name and address of the entity, the name and telephone number of a contact person, and the location of the SRS on the Bid Form.

Attach to this Attachment 1 brief diagrams of the currently operating SRS for those two (2) references. Remember, these references must be Ethernet over SONET solutions. The diagrams should include ring configuration and connection speeds (raw).

1. Name: _____

Address: _____

Contact: _____ Phone No.: _____

SRS Location: _____

Diagram Attached: yes no

2 Name: _____

Address: _____

Contact: _____ Phone No.: _____

SRS Location: _____

Diagram Attached: yes / no

B. DIAGRAM

In accordance with Section 1.4.2 of the RFQ, provide a diagram of your proposed location of the fiber cables, including the location at which the split will occur within 1000 feet of the exit location of each building.

C. SITE REQUIREMENTS

List any requirements necessary for the three (3) STO sites to be ready to accept the SRS, including without limitation, additional electrical and/or environmental requirements necessary for proper operation of the devices. The STO shall be responsible for the costs associated with the site requirements.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor as defined in this section and the debt owed is an amount greater than five thousand dollars in the aggregate.

Definitions:

"Debt" means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgement, fine, permit violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon;

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions;

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor, so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's compensation premium, permit fee or environmental fee or assessment, and the matter has not become final, or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: _____

Authorized Signature _____ Date: _____